

FEDERAL MORATORIUM ON EVICTIONS FOR NONPAYMENT OF RENT

FAQ FOR RENTERS

The Centers for Disease Control and Prevention (CDC) took unprecedented action on September 1 by issuing a [temporary national moratorium on most evictions for nonpayment of rent](#) to help prevent the spread of coronavirus. Citing the historic threat to public health posed by coronavirus, the CDC declared that an eviction moratorium would help ensure people are able to practice social distancing and comply with stay-at-home orders. The moratorium took effect September 4 and was initially set to expire on December 31.

Congress on December 21 passed an emergency [COVID-19 relief bill](#) that extends the federal eviction moratorium through January 31, keeping struggling renters housed and preventing further spread of and deaths from COVID-19. The relief

bill also includes \$25 billion in emergency rental assistance. Extending the moratorium provides essential and immediate protection for millions of renters on the verge of losing their homes in January.

The CDC issued on October 9 [guidance](#) creating new burdens for renters seeking moratorium protections. While the new guidance does not rescind the moratorium on most evictions for nonpayment of rent, it states that landlords may challenge tenant declarations and initiate eviction proceedings at any time. The new guidance undermines the intent of the CDC's order by eroding protections for renters and making it more difficult for struggling renters to remain stably housed.

HOW DO I KNOW IF I AM COVERED BY THE MORATORIUM?

To be eligible, renters must meet the following qualifications:

- You have used your "best efforts" to obtain government rental assistance;
- You do not expect to earn more than \$99,000 in 2020 (or \$198,000 if you are married and filed a joint tax return), or you did not need to report income to the federal government in 2019, or you received an [Economic Impact Payment](#) (stimulus check) this year;
- You have been experiencing a "substantial" loss of household income because of a layoff or reduced work hours, or you have "extraordinary" out-of-pocket medical expenses (defined as an unreimbursed medical expense that exceeds 7.5% of your adjusted gross income for the year);
- You have been making your best effort to make partial rent payments as close to the full amount due as possible; and
- Being evicted would cause you to become homeless or you would have to move in with a friend or family member (live "doubled up").

WHAT STEPS MUST I TAKE TO BE PROTECTED BY THE EVICTION MORATORIUM?

If you meet all of these conditions listed above, you must provide a signed declaration to your landlord. There is a copy of the declaration at the end of the [CDC's order](#), and we have provided a streamlined version at the end of this document.

NLIHC and NHLP also recommend tenants send their landlords the declaration via certified mail, which will provide you with an official receipt to prove the declaration was mailed and require a signature from the recipient to prove the declaration was delivered. Sending the declaration by email also provides evidence that you submitted the declaration. You should also make a copy of the declaration to keep for your records.

DO I NEED TO PROVIDE PROOF OF FINANCIAL HARDSHIP, "BEST EFFORTS" TO OBTAIN ASSISTANCE, OR OTHER CRITERIA FOR COVERAGE?

While the CDC's order does not require you to provide any proof with the declaration, the [guidance](#) issued on October 9 states that landlords may challenge renters' declarative statements. NLIHC and NHLP recommend renters keep documents on hand in case a court allows your landlord to challenge the declaration.

DO I NEED TO PROVE MY FINANCIAL HARDSHIP IS RELATED TO COVID-19?

No. The CDC's order does not require that a renter's financial hardship be COVID-related.

If I have roommates, do we each need to fill out a declaration?

If possible. The CDC's order specifies that every adult on the lease should sign and provide their own declaration. However, one declaration from any household member should be sufficient to protect the entire household from eviction.

DOES THE FEDERAL MORATORIUM BLOCK ALL STAGES OF AN EVICTION?

The CDC's guidance on the order states that landlords may initiate eviction proceedings at any time, but covered tenants cannot be evicted until the moratorium expires on January 31, 2021. However, in most states, eviction suits would still be prohibited by state law if brought before the CDC moratorium expires. If sued for eviction, seek legal assistance.

WHAT IF MY LANDLORD IGNORES THE DECLARATION AND MOVES FORWARD WITH EVICTION?

While your landlord may be able to file an eviction lawsuit under the CDC's moratorium, many such cases are improper under state law and should be dismissed. Even if allowed, a landlord cannot remove you from the property before February 1, 2021. As a tenant, you retain all existing rights and protections against eviction under applicable state law. NLIHC and NHLP recommend you call your local legal aid office, tenant association, or local bar association for assistance.

- Find local legal aid offices at: <https://bit.ly/2xNyL6M>
- Find area tenant associations at: <https://bit.ly/2WJb5Kk>
- Find local bar associations at: <https://bit.ly/2KnFOpt>

Landlords in violation of the moratorium may be subject to a fine of up to \$100,000, one year in jail, or both; the fine increases to \$250,000 if the violation results in the death of a tenant. Organizations found to be in violation of the moratorium may be subject to a fine of up to \$200,000 per violation, or up to \$500,000 per violation if the violation results in a death.

WHAT IF I AM IN THE PROCESS OF BEING EVICTED?

If you qualify as a “covered” tenant and your landlord initiated an eviction for nonpayment of rent before September 4, 2020, but the eviction has not been completed, you are protected under the order.

What if my state already has an eviction moratorium in place?

The stronger provisions of the state ordinance should remain in effect along with the CDC order. That means if the CDC order would not protect you from eviction but a state law would, the state law applies.

SHOULD I STILL PAY MY RENT?

Yes. If you are able, you should still pay as much of your rent as possible in order to continue meeting the qualifications for the moratorium. The declaration also requires you to agree that you will make partial payments to your landlord to the extent your circumstances allow it. All back rent may have to be paid once the moratorium expires on January 31, 2021.

DOES THE MORATORIUM INCLUDE ANY MONEY TO HELP ME PAY RENT?

The CDC order did not include rental assistance. Congress, however, passed a [COVID-19 relief bill](#) on December 21 that includes \$25 billion for emergency rental assistance funded through the Coronavirus Relief Fund (CRF). While \$25 billion in emergency rental assistance is clearly not enough to meet the estimated \$70 billion in accrued back rent or the ongoing need for rental assistance to keep families stably housed, these resources are essential and desperately needed. Learn more about the [housing provisions](#) in the COVID-19 relief bill.

CAN I BE EVICTED WHEN THE MORATORIUM EXPIRES?

Yes, although right now it is unclear whether the CDC’s order would waive protections afforded to renters under state or local laws

For more information, contact Sarah Saadian, vice president of policy at NLIHC, at ssaadian@nlihc.org; Noelle Porter, director of government affairs at NHLP, at nporter@nhlp.org; or Kim Johnson, policy analyst at NLIHC, at kjohnson@nlihc.org.

DECLARATION OF _____

(Name of Tenant)

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following facts are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Date: _____

Signature of Tenant